INSURANCE—DEATH BY ACCIDENTAL MEANS.—Where the insured was engaged in sorting marketable from unmarketable oranges and ate three of them, which resulted in gastritis and caused his death, *held,* the death was not by "accidental means" within the meaning of the terms of the policy. The insured, from the nature of his occupation, was bound to know the character of the oranges. Hence, the result only, and not the means could be said to have been accidental. *Martin* v. *Interstate Business Mens' Acc. Ass'n* (Iowa, 1919), 174 N. W. 577.

Where a physician had been attending a patient suffering from erysipelas, and contracted the disease through an abrasion in the skin, *held,* that the resulting death was not accidental within the terms of a policy which stipulated for death resulting from "bodily injury sustained and effected directly through external, violent, and accidental means, exclusively and independently of all other causes." *Bell* v. *State Life Ins. Co. of Indianapolis,* (Ga., 1919), 101 S. E. 541.

"Accidental means" has been defined as "those which produce effects which are not their natural and probable consequence." *Western Commercial Travelers' Ass'n.* v. *Smith,* 85 Fed. 401, 405: or, "anything which takes place without the foresight or expectation acted upon or effected thereby," *Railway Officials and Employees Accident Ass. Co.* v. *Drummond,* 56 Nebr. 235, 241; or, "an event without the aid and the design of the person and which is unforeseen," *Paul* v. *Travelers Ins. Co.,* 112 N. Y. 472, 478: see also *Northwest Com. Travelers' Ass'n.* v. *London Guarantee and Acc. Co.,* 10 Manitoba L. Rep. 537: or, "any event which takes place without the foresight or expectation of the person acted upon or affected by the event is an accident within the meaning of an insurance policy," *Richards* v. *Travelers' Ins. Co.,* 89 Cal. 170, 175: or, the term when used in an insurance policy "is to be taken in its ordinary, popular sense as meaning 'happening by chance, unexpectedly taking place, not according to the usual course of things, or not expected' " *Dozier* v. *Fidelity and Casualty Co.,* 46 Fed. 446, 448. Under these definitions the courts have not seen fit to catalogue death due to sunstroke as due to accidental means, *Dozier case, supra; Continental Casualty Co.* v. *Pittman,* 145 Ga. 641. However, in *Higgins* v. *Midland Casualty Co.,* 281 Ill. 431 (16 MICH. L. REV. 453 and 13 ILL. L. REV. 133) the court held that where the policy insured against death due to an injury caused by an accident and that sunstroke should be such an injury, the insured might recover. See also *Bryant* v. *Continental Casualty Co.,* (1916) 107 Tex. 582, commented on in 16 COL. L. REV. 426. Nor the taking of an overdose of morphine where deceased knew at the time the quantity he was taking, *Carnes* v. *Iowa Traveling Men's Asso.,* 106 Iowa 281: nor where the policy exempted the company from liability for death by poisoning where death was caused by eating spoiled oysters, whether they were poisonous or not, *Maryland Casualty Co.* v. *Hudgins,* 97 Tex. 124. In *Johnson* v. *Fidelity and Casualty Co.,* (1915) 184 Mich. 406, in the absence of such provision, the Michigan court found death due to poisoning to have been the result of an accident. For criticism of this case, see 13 MICH. L. REV.

705. The voluntary taking of deleterious matter into the body in ignorance of its probable or possible effect seems to be considered as the unforeseen result of a contemplated act. Emphasis is placed on the fact that the means (the thing insured against) is not accidental. The court in the principal case is apparently sustained in its position though the results seem unnecessarily harsh.

INSURANCE—MURDER OF INSURED BY BENEFICIARY—RECOVERY BY ADMINISTRATOR WHERE MURDERER WILL BE SOLE DISTRIBUTEE.—The beneficiary in a life insurance policy murdered the insured and assigned all her rights under the policy. Defendant company refused to pay the policy either to the beneficiary, to the assignee, or to the administrator of the estate of the insured. The administrator sued. Insured left no children and, under statutes of the state, the murderess would be the sole distributee of the money, if recovered from the defendant. *Held,* that since it is against the policy of our law to allow one to gain from the commission of a crime, the beneficiary could not have recovered; nor could the assignee who acquired no more rights than the beneficiary had; nor can the administrator recover when the murderess will be the sole distributee of the recovery. *Johnson* v. *Metropolitan Life Ins. Co.,* (W. Va., 1919) 100 S. E. 865.

A beneficiary of a life insurance policy who intentionally kills the insured forfeits all rights under the policy. *N. Y. Mut. Life Ins. Co.* v. *Armstrong,* 117 U. S. 591; 14 HARV. L. REV. 375; *Metropolitan Life Ins. Co.* v. *Shane,* 98 Ark. 132; *Equitable Life Assurance Co.* v. *Weightman,* (Okla., 1916) 160 Pac. 629. When the alleged murderer has not been prosecuted, the burden is upon the party asserting that the insured was murdered to prove it by a preponderance of evidence, but not beyond a reasonable doubt. *Prather* v. *Michigan Mut. L. Ins. Co.,* Fed. Cas. No. 11368. The killing must have been intentional, as well as criminal, so if the beneficiary were insane, no rights are forfeited, *Holdom* v. *Ancient Order of United Workmen,* 159 Ill. 619; nor if death of insured were caused by the negligence of the beneficiary, *Schreiner* v. *High Court of Ill. C. O. F.,* 35 Ill. App. 576. No person claiming through the criminal beneficiary can recover under the policy. *Cleaver* v. *Mutual Reserve Fund Ass'n.,* [1892] 1 Q. B. 147; *Schmidt* v. *Northern Life Ass'n.,* 112 Iowa 41 (heirs); *Equitable Life Assurance Co.* v. *Weightman, supra* (assignees). However, the loss by the beneficiary of his rights does not exempt the insurer from liability under the policy, for in the absence of an alternative beneficiary, the personal representative of the insured can enforce a resulting trust in favor of the estate of the insured against the insurer. *Sharpless* v. *Grand Lodge,* 135 Minn. 35; *Schmidt* v. *Northern Life Ass'n., supra.* But (as held in the principal case) if, under the statute of distribution and descent, the murderer would be the sole distributee of the recovery, the administrator will not be allowed to recover. *McDonald* v. *Mutual Life Ins. Co.,* 178 Iowa 863. It seems notable that, although the courts will not allow a criminal to benefit through the medium of a contract, the great majority of courts hold